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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,**

Plaintiff,

v.

**MEDITERRANEAN PARTNERS, INC. d/b/a
The York Tavern,**

Defendant.

Civil Action No. 06 C 5114

**Hon. Judge Nordberg
Magistrate Judge Soat Brown**

CONSENT DECREE

Introduction

1. Plaintiff U.S. Equal Employment Opportunity Commission (the "EEOC" or "Commission"), filed this action alleging that Mediterranean Partners Inc. d/b/a The York Tavern ("Mediterranean Partners"), discriminated against Cynthia Daley ("Daley"), Rachel Forbeck ("Forbeck"),¹ Pamela Quinn ("Quinn"), Diana Shin ("Shin") and a class of female employees on the basis of their sex, by subjecting them to sexual harassment, failing to correct the sexually hostile work environment, and subjecting them to constructive discharge, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* ("Title VII"), and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.²

2. In the interest of resolving this matter and as a result of comprehensive settlement

¹ Rachel Forbeck is now married and she is currently known as Rachel Maxwell.

² This Consent Decree resolves the claims of Charging Parties Rachel Forbeck ("Forbeck") and Pamela Quinn ("Quinn"). This Consent Decree also resolves the claims of EEOC's class of female employees which includes the following individuals: Judy Borsom ("Borsom"), Julie Morrell ("Morrell"), Stacia Mungerson ("Mungerson") and Donna Revello ("Revello"). Charging Parties Cynthia Daley ("Daley") and Diana Shin ("Shin") have retained separate counsel and intervened in this action, and upon the advice of their respective counselors, have elected not to participate in this settlement.

negotiations, the parties have agreed that this action should be finally resolved by entry of this Consent Decree. This Consent Decree fully and finally resolves any and all issues and claims arising out of the Complaint filed by the EEOC on behalf of Forbeck, Quinn, Borsom, Morrell, Mungerson and Revello. Neither party admits to any of the claims or defenses raised or asserted by the other in this case, and this Decree shall not be construed as such an admission.

FINDINGS

3. Having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, records and stipulations of the parties, the Court finds the following:

- a. This Court has jurisdiction of the subject matter of this action and of the parties.
- b. The terms of this Consent Decree are adequate, fair, reasonable, equitable and just. The rights of EEOC, Mediterranean Partners, Forbeck, Quinn, Borsom, Morrell, Mungerson, Revello and the public interest are adequately protected by this Consent Decree.
- c. This Consent Decree conforms with the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights or privileges of any person. The entry of this Consent Decree will further the objectives of Title VII and will be in the best interests of the parties, Forbeck, Quinn, Borsom, Morrell, Mungerson, Revello and the public.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

INJUNCTION AGAINST EMPLOYMENT DISCRIMINATION

4. Mediterranean Partners, Inc. d/b/a The York Tavern, its officers, agents, employees, successors, assigns and all persons acting in concert with it are permanently

enjoined from discriminating against any employee at its Oak Brook, Illinois facility on the basis of sex.

NON-RETALIATION

5. Mediterranean Partners, Inc. d/b/a The York Tavern its officers, agents, employees, successors, assigns and all persons acting in concert with it are permanently enjoined from engaging in any form of retaliation against any person at its Oak Brook, Illinois facility because that person has opposed any policy or practice made unlawful under Title VII, has filed a charge with EEOC, or because of the person's participation in or cooperation with, the initiation, investigation, litigation, resolution and/or administration of any case under Title VII or because the person has asserted rights under this Consent Decree.

MONETARY RELIEF

6. To resolve the claims in this litigation, Mediterranean Partners has paid \$35,000 total to Forbeck, Quinn, Borsom, Morrell, Mungerson and Revello. This sum shall be distributed as follows: Rachel Forbeck \$10,000, Pamela Quinn \$10,000, Judy Borsom \$3750, Julie Morrell \$3750, Stacia Mungerson \$3750 and Donna Revello \$3750.

7. EEOC will mail a copy of the Release Agreements (attached hereto as Exhibit A) to Forbeck, Quinn, Borsom, Morrell, Mungerson and Revello, and they will execute and return the release agreements to EEOC. EEOC will send Mediterranean Partners the executed release agreements.

8. Within five (5) business days after receipt by Mediterranean Partners of the signed Release Agreements, Mediterranean Partners shall issue and mail by certified mail to

Forbeck, Quinn, Borsom, Morrell, Mungerson and Revello a cashier's check in the amounts set forth above in ¶ 6. EEOC shall provide Mediterranean Partners with the current address for Forbeck, Quinn, Borsom, Morrell, Mungerson and Revello. Mediterranean Partners will also send a copy of the checks to EEOC.

POSTING OF NOTICE

9. Within five (5) business days after entry of this Consent Decree, Mediterranean Partners, Inc. d/b/a The York Tavern shall post a same-size copy of the Notice attached as Exhibit B to this Consent Decree in a location at Mediterranean Partners, Inc. d/b/a The York Tavern located at its Oak Brook, Illinois facility, where notices to employees and applicants for employment at such facility are normally posted. The Notice shall remain posted until that date which is two (2) years from the date of entry of this Consent Decree. Mediterranean Partners, Inc. d/b/a The York Tavern shall take all reasonable steps to ensure that its posting is not altered, defaced or covered by any other material. Mediterranean Partners shall certify to the EEOC in writing within ten (10) days after the date of such posting that the copy of the Notice has been properly posted. Mediterranean Partners shall permit a representative of the EEOC to enter The York Tavern for purposes of verifying compliance with this Paragraph at any time during normal business hours.

RECORD KEEPING

10. For a period of two (2) years following entry of this Consent Decree, Mediterranean Partners shall document and maintain and make available for inspection and copying by the EEOC records of each sexual harassment complaint received by Mediterranean Partners, Inc. d/b/a The York Tavern (whether written or oral) at its Oak Brook, Illinois facility. The documents required to be maintained under this Paragraph shall include the name, address,

social security number and telephone number of the complainant, the date of the report or complaint, all facts that were alleged, the name(s) of any witnesses, what actions, if any, Mediterranean Partners took to resolve the complaint, and the resolution of the report or complaint.

11. Mediterranean Partners shall make all documents or records referred to in paragraph 10, above, available for inspection and copying within ten (10) business days after the EEOC so requests. In addition, Mediterranean Partners shall require personnel within its employ whom EEOC reasonably requests for purposes of verifying compliance with this Consent Decree to cooperate with EEOC and to be interviewed and shall permit a representative of the EEOC to enter its premises for such purposes.

REPORTING

12. Mediterranean Partners shall furnish to the EEOC the following written reports semi-annually for a period of two (2) years following entry of this Consent Decree. The first report shall be due six (6) months after entry of this Consent Decree. The subsequent report shall be due six months thereafter until that date which is two (2) years after the date of entry of this Consent Decree. The final report shall be due twenty-three (23) months after entry of the Decree. Each such report shall contain (a) the information required to be maintained pursuant to paragraph 10, above, and (b) a certification by Mediterranean Partners that the Notice required to be posted pursuant to paragraph 9, above, remained posted during the entire six (6) month period preceding the report.

TRAINING

13. During each of the two (2) years covered by this Decree, all of Mediterranean Partners d/b/a The York Tavern's employees, supervisors, managers and owners, at its Oak

Brook, Illinois facility, including Vito Moreci, Pasquale Moreci, Rosalia Moreci and Marianna Moreci, shall participate in an annual training. The training will be conducted by the law firm of James G. Sotos & Associates, Ltd., Itasca, Illinois. A training proposal and all materials to be distributed to participants shall be provided to EEOC within thirty (30) days prior to each training session. All current human resources employees who are in any way involved in the operation of Mediterranean Partners d/b/a The York Tavern's Oak Brook, Illinois facility shall also participate in such training, and any new human resources employee shall receive such training prior to starting work. The first training shall take place within ninety (90) days of entry of this Consent Decree.

14. Mediterranean Partners shall certify to EEOC in writing within five (5) business days after the training has occurred that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the date, location and duration of the training; and (ii) a copy of the registry of attendance, which shall include the name and position of each person in attendance.

15. Mediterranean Partners shall also provide EEOC with any and all copies of pamphlets, brochures, outlines or other written material(s) provided to the participants of the training session(s), if different than the materials already provided to EEOC.

DISPUTE RESOLUTION

16. In the event that either party to this Consent Decree believes that the other party has failed to comply with any provision(s) of the Consent Decree, the complaining party shall notify the other party of the alleged non-compliance and shall afford the alleged non-complying party ten (10) business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not

remedied the alleged non-compliance or satisfied the complaining party that it has complied within ten (10) business days, the complaining party may apply to the Court for appropriate relief.

DURATION OF DECREE AND RETENTION OF JURISDICTION

17. All provisions of this Consent Decree shall be in effect (and the Court shall retain jurisdiction of this matter to enforce this Consent Decree) for a period of two (2) years immediately following entry of the Consent Decree, provided, however, that if, at the end of the two (2) year period, any disputes under ¶ 16, above, remain unresolved, the term of the Consent Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Consent Decree) until such time as all such disputes have been resolved.

MISCELLANEOUS PROVISIONS

18. Each party to this Consent Decree shall bear its own expenses, costs and attorneys' fees. Neither party considers itself to be a prevailing party under Title VII for purposes of attorneys' fees.

19. The terms of this Decree shall be binding upon the present and future directors, officers, managers, agents, successors and assigns of Mediterranean Partners d/b/a The York Tavern. Mediterranean Partners, and any successor(s) of Mediterranean Partners, shall provide a copy of this Decree to any organization or person, who proposes to acquire or merge with Mediterranean Partners d/b/a The York Tavern, or any successor of Mediterranean Partners, prior to the effectiveness of any such acquisition or merger. This paragraph shall not be deemed to limit any remedies available in the event of any finding by the Court regarding a violation of this Consent Decree.

20. If any provision(s) of the Consent Decree are found to be unlawful, only such provision(s) shall be severed, and the remainder of the Consent Decree shall remain in full force and effect.

21. When this Consent Decree requires the submission by Mediterranean Partners, Inc. d/b/a The York Tavern of reports, certifications, notices or other materials to the EEOC, they shall be mailed to: Mediterranean Partners, Inc. d/b/a The York Tavern, Title VII Settlement, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661. When this Consent Decree requires submission by the EEOC of materials to Mediterranean Partners, Inc. d/b/a The York Tavern they shall be mailed to: Sara M. Cliffe, James G. Sotos & Associates, Ltd., 550 East Devon, Suite 150, Itasca, IL 60143.

For the EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
500 West Madison Street, Suite 2800
Chicago, Illinois 60661
(312) 353-7259

RONALD S. COOPER
General Counsel

JAMES LEE
Deputy General Counsel


GWENDOLYN REAMS
Associate General Counsel

/s John C. Hendrickson
John C. Hendrickson
Regional Attorney

/s Diane I. Smason
Diane I. Smason
Supervisory Trial Attorney

/s June Wallace Calhoun
June Wallace Calhoun
Trial Attorney

ENTER:


U.S. District Court Judge Nordberg

For MEDITERRANEAN PARTNERS, INC.
d/b/a The York Tavern

/s Sara M. Cliffe
Attorney for Defendant

Dated:

2/27/08

EXHIBIT A

RELEASE AGREEMENTS

RELEASE AGREEMENT

I, Rachel Forbeck Maxwell, in consideration for \$10,000 (Ten Thousand Dollars) paid to me by Mediterranean Partners, Inc. d/b/a The York Tavern, in connection with the resolution of *EEOC v. Mediterranean Partners, Inc. d/b/a The York Tavern*, No 06 C 5114 (N.D. Ill.), hereby waive my right to recover for any claims of sexual harassment under Title VII of the Civil Rights Act of 1964, as amended, that I had against Mediterranean Partners, Inc. d/b/a The York Tavern, prior to the date of this release and that were included in the claims alleged by EEOC in its Complaint in *EEOC v. Mediterranean Partners, Inc. d/b/a The York Tavern*, No 06 C 5114 (N.D. Ill).

Date

Rachel Forbeck Maxwell
5 South Huffman Street
Naperville, IL 60540

RELEASE AGREEMENT

I, Pamela Quinn, in consideration for \$10,000 (Ten Thousand Dollars) paid to me by Mediterranean Partners, Inc. d/b/a The York Tavern, in connection with the resolution of *EEOC v. Mediterranean Partners, Inc. d/b/a The York Tavern*, No 06 C 5114 (N.D. Ill.), hereby waive my right to recover for any claims of sexual harassment under Title VII of the Civil Rights Act of 1964, as amended, that I had against Mediterranean Partners, Inc. d/b/a The York Tavern, prior to the date of this release and that were included in the claims alleged by EEOC in its Complaint in *EEOC v. Mediterranean Partners, Inc. d/b/a The York Tavern*, No 06 C 5114 (N.D. Ill).

Date

Pamela Quinn
690 West Cross Creek, Unit A
Roselle, IL 60172

RELEASE AGREEMENT

I, Julie Morrell, in consideration for \$3750 (Three Thousand Seven Hundred Fifty Dollars) paid to me by Mediterranean Partners, Inc. d/b/a The York Tavern, in connection with the resolution of *EEOC v. Mediterranean Partners, Inc. d/b/a The York Tavern*, No 06 C 5114 (N.D. Ill.), hereby waive my right to recover for any claims of sexual harassment under Title VII of the Civil Rights Act of 1964, as amended, that I had against Mediterranean Partners, Inc. d/b/a The York Tavern, prior to the date of this release and that were included in the claims alleged by EEOC in its Complaint in *EEOC v. Mediterranean Partners, Inc. d/b/a The York Tavern*, No 06 C 5114 (N.D. Ill).

Date

Julie Morrell
9227 Shields Avenue
Brookfield, IL 60513

RELEASE AGREEMENT

I, Judy Borsom, in consideration for \$3750 (Three Thousand Seven Hundred Fifty Dollars) paid to me by Mediterranean Partners, Inc. d/b/a The York Tavern, in connection with the resolution of *EEOC v. Mediterranean Partners, Inc. d/b/a The York Tavern*, No 06 C 5114 (N.D. Ill.), hereby waive my right to recover for any claims of sexual harassment under Title VII of the Civil Rights Act of 1964, as amended, that I had against Mediterranean Partners, Inc. d/b/a The York Tavern, prior to the date of this release and that were included in the claims alleged by EEOC in its Complaint in *EEOC v. Mediterranean Partners, Inc. d/b/a The York Tavern*, No 06 C 5114 (N.D. Ill).

Date

Judy Borsom
330 South Wisconsin Street
Villa Park, IL 60181

RELEASE AGREEMENT

I, Stacie Mungerson, in consideration for \$3750 (Three Thousand Seven Hundred Fifty Dollars) paid to me by Mediterranean Partners, Inc. d/b/a The York Tavern, in connection with the resolution of *EEOC v. Mediterranean Partners, Inc. d/b/a The York Tavern*, No 06 C 5114 (N.D. Ill.), hereby waive my right to recover for any claims of sexual harassment under Title VII of the Civil Rights Act of 1964, as amended, that I had against Mediterranean Partners, Inc. d/b/a The York Tavern, prior to the date of this release and that were included in the claims alleged by EEOC in its Complaint in *EEOC v. Mediterranean Partners, Inc. d/b/a The York Tavern*, No 06 C 5114 (N.D. Ill).

Date

Stacie Mungerson
1922B Curtiss Street
Downers Grove, IL 60515

RELEASE AGREEMENT

I, Donna Revello, in consideration for \$3750 (Three Thousand Seven Hundred Fifty Dollars) paid to me by Mediterranean Partners, Inc. d/b/a The York Tavern, in connection with the resolution of *EEOC v. Mediterranean Partners, Inc. d/b/a The York Tavern*, No 06 C 5114 (N.D. Ill.), hereby waive my right to recover for any claims of sexual harassment under Title VII of the Civil Rights Act of 1964, as amended, that I had against Mediterranean Partners, Inc. d/b/a The York Tavern, prior to the date of this release and that were included in the claims alleged by EEOC in its Complaint in *EEOC v. Mediterranean Partners, Inc. d/b/a The York Tavern*, No 06 C 5114 (N.D. Ill).

Date

Donna Revello
618 Comstock Avenue
Elmhurst, IL 60126

EXHIBIT B
NOTICE TO ALL EMPLOYEES AND APPLICANTS OF
MEDITERRANEAN PARTNERS, INC. d/b/a The York Tavern

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. Mediterranean Partners, Inc. d/b/a The York Tavern, No. 06 C 5114 (N.D. Ill.), resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Mediterranean Partners, Inc. d/b/a The York Tavern ("Mediterranean Partners").

In its suit, the EEOC alleged that Defendant Mediterranean Partners Inc. d/b/a The York Tavern ("Mediterranean Partners") discriminated against female employees at its Oak Brook, Illinois facility in that it subjected them to sexual harassment, failed to correct the sexually hostile work environment, and subjected them to constructive discharge, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. ("Title VII"). Mediterranean Partners filed an Answer in which it denied the allegations.

To resolve the case, Mediterranean Partners and EEOC have entered into a Consent Decree which provides, among other things, that:

- 1) Mediterranean Partners will pay monetary relief of \$ 35,000 to the aggrieved employees;
- 2) Mediterranean Partners is enjoined from discriminating against any employee on the basis of her sex.
- 3) Mediterranean Partners is enjoined from retaliating against any person because (s)he opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree; and
- 4) Mediterranean Partners will provide mandatory training to all employees, supervisors, managers and owners regarding sex discrimination and Mediterranean Partner's policies regarding such discrimination.

EEOC enforces the federal laws against discrimination in employment on the basis of race, color, religion, national origin, sex, age or disability. If you believe you have been discriminated against, you may contact EEOC at (312) 353-8195. EEOC charges no fees and has a TTD number.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for two (2) years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to: June Wallace Calhoun, EEOC, 500 West Madison Street, Suite 2800, Chicago, IL 60661.

Date

Judge John A. Nordberg
United States District Court